

NICHOLLS STATE UNIVERSITY

PURCHASING DEPARTMENT

PO BOX 2052 University Station

104 Elkins Hall

Thibodaux, La 70310

Phone No. (985) 448-4038 - Fax No. (985) 448-4921

EO/AA Employer, M/F/H/V

INVITATION, BID AND ACCEPTANCEBID NO. **SB01864**Date: **03/08/2023**

Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 03/30/2023** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed Terry G. Dupre Sr.

Terry G. Dupre, Sr.

Director of Purchasing

*The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation***DESCRIPTION**

"Cleaning of Residence Halls" A Non-Mandatory Pre-Bid Conference shall be held on March 16, 2023 at 2:00 PM. Pre-Bid Conference shall be held at the Nicholls State University Brady Apartment Complex Clubhouse located on the campus of Nicholls State University at 145 Cercle de l'Universite', Thibodaux, LA 70301

INSTRUCTIONS:

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN ACCORDANCE WITH R.S. 39:1556(53). YOUR SIGNATURE IDENTIFIES YOUR INTENT TO BE BOUND. FAILURE TO SIGN THIS PAGE AND INCLUDE IT WITH YOUR BID RESPONSE MAY RESULT IN YOUR BID NOT BEING CONSIDERED.
10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHOULD FILL IN ALL BLANK SPACES

Terms will be and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____

Address _____

Email _____

Signed _____

Title _____

Phone (_____) _____

Fax (_____) _____

Federal Tax ID Number: _____

NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.**NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.**

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed _____

Date _____



Nicholls State University

Purchasing Office

P. O. Box 2052 – Thibodaux, LA 70310
985.448.4038 – Fax: 985.448.4921

March 8, 2023

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **March 30, 2023 at 3:00 P.M.** for:

"Bid Number SB01864 –Cleaning of Residence Halls"

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.

Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4038 or e-mail terry.dupre@nicholls.edu or evelyn.summers@nicholls.edu

A non-mandatory pre- bid meeting shall be held on March 16th, 2023 at 2:00 PM. All bidders interested shall assemble on that date and time at the Nicholls State University Brady Apartment Complex Clubhouse located at 145 Cercle de l'Universite', Thibodaux, LA 70301.

Workers Compensation and Employers Liability required under this contract. Evidence of General Liability and Automobile Liability insurance required under this contract.

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

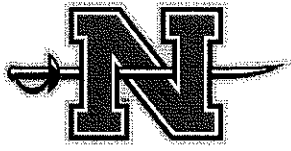
An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

TO BE RUN: March 14, 2023

BID DUE: March 30, 2023



Nicholls State University

Purchasing Office

P. O. Box 2052 – Thibodaux, LA 70310
985.448.4038 – Fax: 985.448.4921

NOTICE TO VENDORS INFORMATION FOR STATE OF LOUISIANA HUDSON INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) was established in accordance with La. R.S. 39:2001- 2008 and La. R.S. 51:931. This is a goal-oriented program which encourages State agencies to contract with certified small entrepreneurships, as well as encouraging contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships as subcontractors in the performance of the contract. The Hudson Initiative is a race and gender-neutral program. The primary intent of this program is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development to participate in contracting and procurement with the State. The comprehensive rules governing the implementation of the program are located at <http://www.doa.la.gov/pages/osp/se/secv.aspx>. This program is under the auspices of Louisiana Department of Economic Development. All State departments/agencies including the Office of State Procurement, Facility Planning and Control, and the Department of Transportation and Development, as well as colleges and universities, and community and technical colleges are encouraged to participate in this program. The Office of State Procurement facilitates the administration of the program.

Certain procurements will be designated as suitable for participation in the Hudson Initiative. In order to be responsive to the solicitation, the vendor must either be a certified small entrepreneurship, in accordance with La. R.S. 39:2006, or put forth a good faith subcontracting plan to utilize certified small entrepreneurships in the performance of the contract.

In order to assist in locating those small entrepreneurships that are certified by the Department of Economic Development, a "quick reference list" has been compiled, which is arranged alphabetically and by commodity class. This list is automatically refreshed (updated) each time it is opened. The complete list of certified small entrepreneurships is maintained by Louisiana Department of Economic Development, which is responsible for certification of businesses. The list may be accessed here:
<https://smallbiz.louisianaeconomicdevelopment.com/Search>.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State under the Hudson Initiative are encouraged to visit the Louisiana Economic Development Small Business Certification System at <http://www.louisianaeconomicdevelopment.com/page/hudson-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

**STATE OF LOUISIANA
NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA
A Member of the University of Louisiana System**

Rev. 10/2020

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University
Purchasing Department
P. O. Box 2052
Thibodaux, LA 70310

Delivery: Nicholls State University
Purchasing Department
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in accordance with R.S. 39:1556(53) by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; and (3) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: **THE BID NUMBER, THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.**

ADDITIONALLY: THE OUTSIDE OF THE BID ENVELOPE MUST CONTAIN THE STATE OF LOUISIANA CONTRATOR'S LICENSE NUMBER SHOULD THE WORK PROVIDED IN THE SPECIFICATION REQUIRE THAT THE BIDDER BE LICENSED BY THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS IN THE APPROPRIATE CLASSIFICATION FOR THE WORK TO BE PERFORMED UNDER THIS SPECIFICATION OR THE SPECIFIC CLASSIFICATION IDENTIFIED IN THE ADVERTISEMENT OR THE SPECIFICATION.

THE CONTRACTOR'S LICENSE NUMBER SHALL APPEAR FOR ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE. \$10,000.00 OR MORE FOR ELECTRICAL OR MECHANICAL WORK.

FAILURE OF THE BIDDER TO WRITE THE CONTRACTOR'S LICENSE NUMBER ON THE OUTSIDE OF THE BID ENVELOPE SHALL CAUSE THEIR BID TO BE AUTOMATICALLY REJECTED AND NOT READ.

- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.

-Instructions to bidders continued-**7) Signature Authority: ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.**

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

- 8) Addendums:** If an addendum is issued regarding the bid solicitation, it is the responsibility of the bidder, prior to submitting their bid, to periodically visit if any addendums were issued and posted to the State of Louisiana Purchasing Department LaPAC website.
- 9) Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION:

BID BOND REQUIRED: _____ Yes X No

PERFORMANCE BOND REQUIRED: _____ YES X NO

PURCHASE WILL BE EXECUTED WITH: X Purchase Order Only

_____ Purchase Order and Formal Two Party Contract

_____ Formal Two Party Contract Only

GENERAL CONDITIONS

Rev 06/2020

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees **The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.**

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

12) CERTIFICATION OF NO SUSPENSION OR DEBARMENT: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

13) FEDERAL CLAUSES, IF APPLICABLE: ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

SPECIAL CONDITIONS

BID NUMBER: SB01864 BID OPENING: 03/30/2023

06/2020

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NOTICE TO BIDDERS:

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

-
A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- 1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

- ~~B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.~~**

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within the United States where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- (4) The vendor certifies that such items are manufactured in the United States.*

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED
TO FEDERAL TAX ID NUMBER PROVIDED.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED
TO FEDERAL TAX ID NUMBER PROVIDED.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CLEANING OF RESIDENCE HALLS

General Requirements

Bid Specification Page

PAGE 1 OF 8

Scope: Contractor to provide all labor, tools, materials, and equipment, etc., necessary, to clean residence halls specified in this solicitation. The Contractor shall be responsible for providing all cleaning materials, cleaning chemicals, cleaning equipment, cleaning appliances, etc. The contractor shall be required to provide a sufficient work force that can complete the work by the dates stated in the following specification pages.

Contractor's License Requirements: This contract work does not require that the bidder be a licensed contractor with the Louisiana Contractors Licensing Board

Secretary of State Certification: Bidder **MUST** be registered with the Louisiana Secretary of State Office to conduct Business in the State of Louisiana. Bidder shall be required to provide Certification upon Request.

Liquidated Damages: *The successful contractor shall be assessed liquidated damages in the sum of \$50.00 per consecutive calendar day in which the work is not completed per building by the work completion dates stated in Appendix C.*

Non-Mandatory Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for 2:00 PM on March 16, 2023. All bidders interested in the project should assemble on that date and time at the Nicholls State University Brady Apartment Complex Clubhouse located at 145, Cercle de l'Universite', Thibodaux, LA 70301.

It is strongly recommended that the bidder attend this pre-bid conference to view work conditions, room sizes, etc. It is the bidders responsibility to verify all measurements. Any mistakes in measurements will not alleviate the bidder from performing the work at the price stated.

All work will be coordinated with Mrs. Alexis Johnson, Administrator of Custodial Services.

Insurance: The successful bidder shall be required to provide a certificate of insurance to the University per the attached minimum "Standardized Insurance Requirements for State of Louisiana Contracts."

\$1,000,000 General Liability

\$1,000,000 Auto Liability – for company owned or company hired vehicles.

Workers compensation in accordance with the Workers Compensation laws of the State of Louisiana.

If your company is not required to carry workers compensation, then the bidder, and all people performing services under this contract will have to sign a workers compensation indemnification agreement.

The certificate shall state the project it is issued for, list Nicholls State University as the certificate holder, name Nicholls State University as an additional insured, and grant a waiver of subrogation. An indemnification agreement is also required to be executed.

Certificates of Insurance shall be provided immediately upon award of bid. Failure for Bidder to provide certificates of insurance within five (5) days of notice to award shall result in bid award to be rescinded.

CLEANING OF RESIDENCE HALLS

General Requirements

Bid Specification Page

PAGE 2 OF 8

Work Periods: All work shall be completed per the attached work schedules in Appendix C.

THESE DATES ARE FIRM. WORK MUST BE COMPLETED BY THE DATES STATED. Contractor shall not be allowed to complete any work after the dates listed.

Contractor to provide all labor, tools, materials, stated. The contractor shall be paid only for work performed.

The contractor is expected to provide the appropriate number of staff to have the rooms cleaned by the timelines stated on the schedule. The University expects the Contractor to have A MINIMUM OF 15 STAFF MEMBERS at all times to perform work. The bidder shall have a supervisor present when the staff are working on campus.

All work shall be reviewed by the supervisor of the contractor providing the services. Upon their review and inspection, if the work is approved by that supervisor, then the supervisor will contact Mrs. Johnson and advise the work is complete.

Mrs. Johnson will review the work and advise if the services are satisfactory.

Any work completed deemed unsatisfactory will have to be repeated, or the contractor will not be paid for the substandard work that was performed.

The University reserves the right to award all of the buildings listed, some of the buildings listed, or cancel this solicitation in its entirety.

NOTE: THE TOTAL NUMBER OF SUITES MAY CHANGE BASED ON THE MOVE IN OF STUDENTS INTO THE ROOMS. SUITES MAY BE ADDED OR DELETED DEPENDING ON OCCUPANCY. IF SUITES ARE ADDED, THEN THE CONTRACT PRICE SHALL INCREASE BY THE SUITE RATE STATED. IF SUITES ARE DELETED, THEN THE CONTRACT PRICE SHALL DECREASE BY THE SUITE PRICE STATED.

Bid will be awarded to a single contractor who submits the lowest total bid on the buildings awarded to be cleaned by the University.

Building Information:

Scholars Hall: Three story complex with elevator access. 106 suites. Suite consists of two single bed bedrooms with a common area and common bathroom.

Millet Hall: Three story complex with elevator access. 97 suites. Suite consists of two single bed bedrooms with a common area and common bathroom.

Zeringue Hall: Three story complex with elevator access. 97 suites. Suite consists of two single bed bedrooms with a common area and common bathroom.

Brady Apartment Complex 2: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and two separate bedrooms with a closet in each room.

Brady Apartment Complex 3: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

Brady Apartment Complex 5: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

CLEANING OF RESIDENCE HALLS

General Requirements

Bid Specification Page

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Brady Apartment Complex 7: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

Brady Apartment Complex 8: Three story complex-no elevator access-only exterior stairs. 18 each 4-bedroom apartments. Apartment consists of a common room, a kitchen, a laundry closet, two bathrooms, and four separate bedrooms with a closet in each room.

CLEANING OF RESIDENCE HALLS
Detailed Minimum Cleaning Requirements
Bid Specification Page
PAGE 4 OF 8

Scope of Work | Summer Camp Cleaning
(Scholars, Millet, Zeringue)

The following scope of work applies to the following Nicholls State University buildings; **Millet Hall, Scholars Hall, & Zeringue Hall**. Each of these buildings contains roughly the same room styles. Each has a small common space, vanity area, bathroom, and 2 bedroom areas.

See attached Appendix B for layout pictures.

All trash cans, toilet paper, and shower curtains **MUST be left/untouched by the cleaning company. These items are placed by Nicholls State University in preparation for summer camp operations.**

During each clean of a suite in these buildings, the following should be completed after removing all trash and debris leftover by the previous inhabitant:

- **Walls/Ceiling** | Dust all walls and clean any debris, stains, and/or substances.
 - **Air Vents** | Dust and clean all substances from blades.
 - **Electrical Outlet Plates & Switch Covers** | Dust
 - **Doors & Doorknobs** | Dust and clean all doors, handles, and crevices.
 - In Ellender Hall, door vent must be dusted and cleaned.
 - **Ceiling Fans** | If present, dust and clean all blades and surfaces.
 - **Air-Conditioner/Heater** | If present, dust and clean the surface of the unit.
- **Windows/Mirrors** | Clean with glass cleaner, leave streak/smudge-free
 - **Blinds** | Dust and clean any stains or substances.
 - **Window Sill** | Dust and clean any stains or substances.
 - **Closet Mirror** | If present, clean with glass cleaner, and leave streak-free.
- **Furniture/Amenities** | Dust and clean all surfaces.
 - **Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner.
 - **Cabinets** | Empty and clean all cabinets. Wipe with a mild cleaner.
 - **Bed/Mattress** | Dust and clean all pieces of the bed, including the wooden legs and mattress. **Both sides of the mattress should be sprayed with an antimicrobial spray and wiped.**
 - **Desk** | Clean inside and out of drawers then dust and clean the top surface.
 - **Desk Chair** | Dust and then clean the entire piece of furniture, including the fabric where applicable.
 - **Chest of Drawers** | Dust and then clean the entire unit inside and out.
 - **Wardrobe** | Clean inside and out the main cavity and drawers, then dust and clean the top surface.

CLEANING OF RESIDENCE HALLS
Detailed Minimum Cleaning Requirements
Bid Specification Page
PAGE 5 OF 8

(Scholars, Millet, Zeringue) continued

- **Bathrooms/Vanity Areas** | Wipe and clean all surfaces with a mild, fresh-scented cleaner.
 - **Mirror** | Clean with glass cleaner and leave streak-free.
 - **Cabinets/Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner. Empty and clean all cabinets. Wipe with a mild cleaner inside and out.
 - **Vanity Lights** | Dust vanity light fixture.
 - **Toilet** | Clean the entire toilet (inside and out), leaving no debris or substances with a mild, fresh-scented cleaner. Including the seat (underside too), lid, and outside of the tank. **Pay special attention to the front of the bowl, behind the toilet, and where the toilet meets the floor.**
 - **Tub/Shower** | Clean tub/shower floors, surround, fixtures, and drains with a mild abrasive cleaner. Polish fixtures/spouts where applicable. **Pay special attention to the outside of the tub/shower, where the tub meets the ground (corners).**
 - **Sink/Sink Fixtures** | Clean the sink with a mild abrasive cleaner. Leave no streaks or debris. Polish faucet and handles.

- **Floors** | Sweep and mop all hard floors in common areas and bedrooms. If carpet is present, vacuum. **Pay special attention to corners and thresholds.**
 - **Baseboards** | Vacuum all baseboards and clean the remaining dust.
 - **Behind/Under Furniture** | Move furniture to clean under and behind all unaffixed pieces.
 - **Closet Thresholds/Tracks** | If a sliding door threshold is present, vacuum and clean the grooves/tracks thoroughly.

- **General Items**
 - All trash should be removed from suites and thrown out in the dumpsters during all cleans.
 - Remember, all shower curtains, toilet paper, and trash cans should remain in the suites.
 - Spray an air freshening agent (clean or fresh scent) in each room of the suite after cleaning is complete.
 - Close and lock all windows if open.
 - Turn off all lights after cleaning and leave the thermostat set on Cool, Auto, & 72 degrees.

- **Common Area Cleaning** | After each clean, please conduct the following in the hallways/common areas of the building:
 - Clean any substances from walls.
 - Vacuum all carpeted floors.
 - Sweep and mop all hard floors.

CLEANING OF RESIDENCE HALLS
Detailed Minimum Cleaning Requirements
Bid Specification Page
PAGE 6 OF 8

The following work scope applies to the Nicholls State University buildings: **Brady Apartment Complex (Buildings 2, 3, 5, 7, and 8)**. Buildings 2, 3, 5, 7, and 8 each contain 4 bedrooms per unit. Buildings 4 and 6 contain 2-bedroom units. **See attached Appendix A and for layout pictures.**

All trash cans, toilet paper, shower curtains, and small hotel-style hygiene products (soap, conditioner, shampoo) **MUST be left/untouched by the cleaning company. These items are placed by Nicholls State University in preparation for summer camp operations.**

During each clean of a suite in these buildings, the following should be completed after removing all trash and debris leftover by the previous inhabitant:

- **Walls/Ceiling** | Dust all walls and clean any debris, stains, and/or substances.
 - **Air Vents** | Dust and clean all substances from blades.
 - **Electrical Outlet Plates & Switch Covers** | Dust
 - **Doors & Doorknobs** | Dust and clean all doors, handles, and crevices.
 - **Ceiling Fans** | If present, dust and clean all blades and surfaces.
 - **Air-Conditioner/Heater** | If present, dust and clean the surface of the unit.

- **Kitchen & Living Room Area** | Area must be cleaned thoroughly, inside and outside of all amenities.
 - **Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner.
 - **Appliances** | Clean exterior and interior, including all shelves and drawers.
 - **Cabinets** | All door exteriors cleaned including side and tops as well as inside shelves.
 - Tops of Cabinets should also be dusted and cleaned.
 - **Sink** | Cleaned thoroughly with mild scented cleaner.
 - **Tables & Chairs** | Clean all surfaces, and remove hair or dust from the bottoms of chairs/legs.
 - **Couch & Armchair** | Clean fabric if substances are present. Lift cushions and vacuum/clean underneath them. **Be sure to move furniture to clean under and behind them.**
 - **Broom Closet** | Empty and clean thoroughly.

- **Windows/Mirrors** | Clean with glass cleaner, leave streak/smudge-free
 - **Blinds** | Dust and clean any stains or substances.
 - **Window Sill** | Dust and clean any stains or substances.
 - **Closet Mirror** | If present, clean with glass cleaner, and leave streak-free.

CLEANING OF RESIDENCE HALLS
Detailed Minimum Cleaning Requirements
Bid Specification Page
PAGE 7 OF 8

Brady Apartment Complex Continued

- **Laundry Area** | Clean the area thoroughly after discarding any detergent or left belongings.
 - Clean the exterior of all machines.
 - Clean lint/dust from sides, around, behind, and under machines.
 - Clean around the washer tub opening, no detergent residue or debris should be left behind.
 - If units are pulled out to clean behind, ensure that the water drain hose is placed in the drain.
- **Bedroom Furniture/Amenities** | Dust and clean all surfaces.
 - **Cabinets** | Empty and clean all cabinets. Wipe with a mild cleaner.
 - **Bed/Mattress** | Dust and clean all pieces of the bed, including the wooden legs and mattress. **Both sides of the mattress should be sprayed with an antimicrobial spray and wiped.**
 - **Desk** | Clean inside and out of drawers then dust and clean the top surface.
 - **Desk Chair** | Dust and then clean the entire piece of furniture, including the fabric where applicable.
 - **Chest of Drawers** | Dust and then clean the entire unit inside and out.
 - **Wardrobe** | Clean inside and out the main cavity and drawers, then dust and clean the top surface.
 - **Closet Thresholds/Tracks** | If a sliding door threshold is present, vacuum and clean the grooves/tracks thoroughly.
- **Bathrooms/Vanity Areas** | Wipe and clean all surfaces with a mild, fresh-scented cleaner.
 - **Mirror** | Clean with glass cleaner and leave streak-free.
 - **Cabinets/Countertops** | Dust and clean all countertops. Wipe with a mild, fresh-scented cleaner. Empty and clean all cabinets. Wipe with a mild cleaner inside and out.
 - **Vanity Lights** | Dust vanity light fixture.
 - **Toilet** | Clean the entire toilet (inside and out), leaving no debris or substances with a mild, fresh-scented cleaner. Including the seat (underside too), lid, and outside of the tank. **Pay special attention to the front of the bowl, behind the toilet, and where the toilet meets the floor.**
 - **Tub/Shower** | Clean tub/shower floors, surround, fixtures, and drains with a mild abrasive cleaner. Polish fixtures/spouts where applicable. **Pay special attention to the outside of the tub/shower, where the tub meets the ground (corners).**
 - **Sink/Sink Fixtures** | Clean the sink with a mild abrasive cleaner. Leave no steaks or debris. Polish faucet and handles.
 - **Linen Closet** | If present, must be swept and cleaned out.

CLEANING OF RESIDENCE HALLS
Detailed Minimum Cleaning Requirements
Bid Specification Page
PAGE 8 OF 8

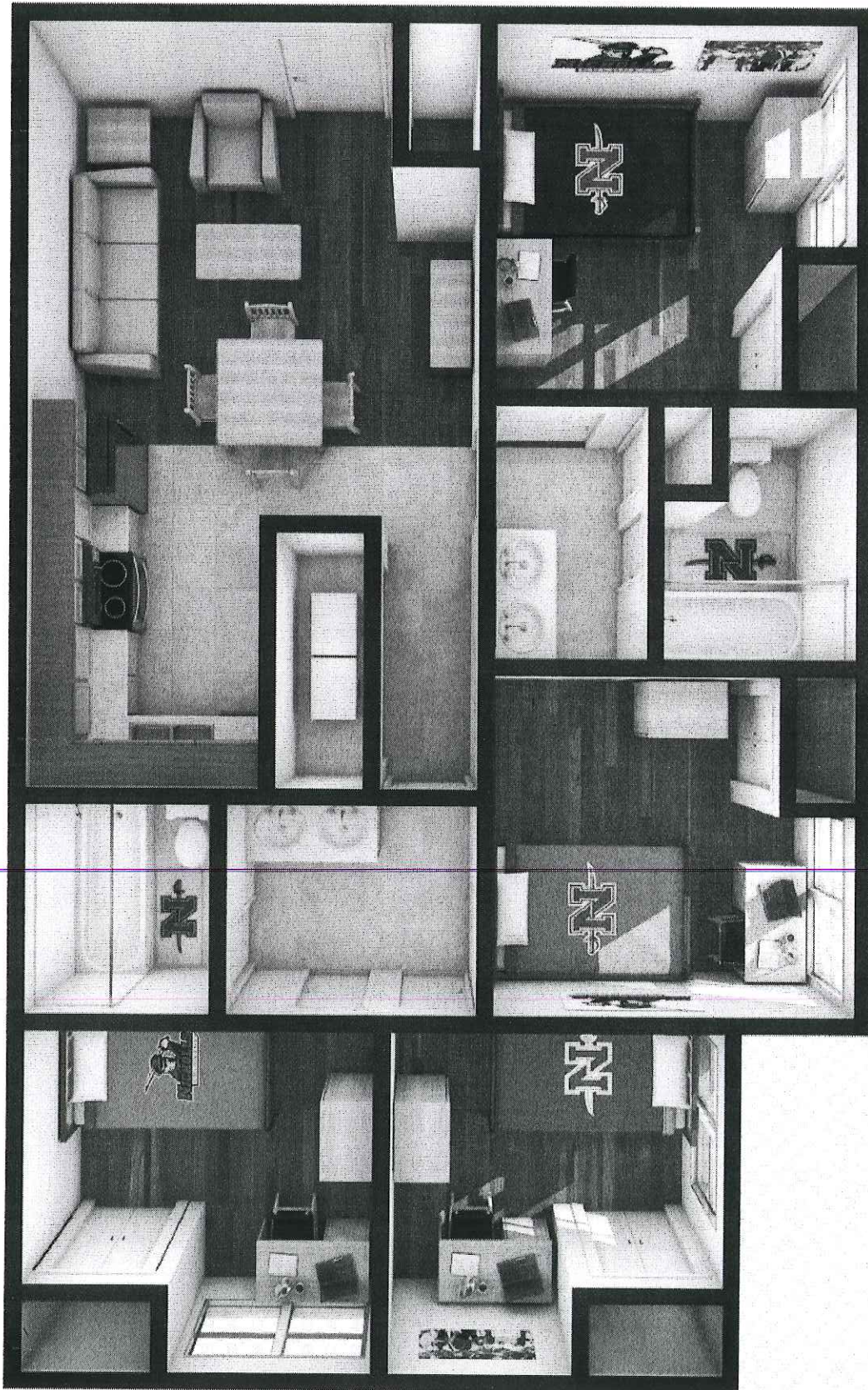
Brady Apartment Complex Continued

- **Floors** | Sweep and mop all hard floors in common areas and bedrooms. **Pay special attention to corners and thresholds.**
 - **Baseboards** | Vacuum all baseboards and clean the remaining dust.
 - **Behind/Under Furniture** | Move furniture to clean under and behind all unaffixed pieces.

- **General Items**
 - All trash should be removed from suites and thrown out in the dumpsters during all cleans.
 - Remember, all shower curtains, toilet paper, and trash cans should remain in the suites.
 - Spray an air freshening agent (clean or fresh scent) in each room of the suite after cleaning is complete.
 - Turn off all lights after cleaning and leave the thermostat set on Cool, Auto, & 72 degrees.

Appendix A

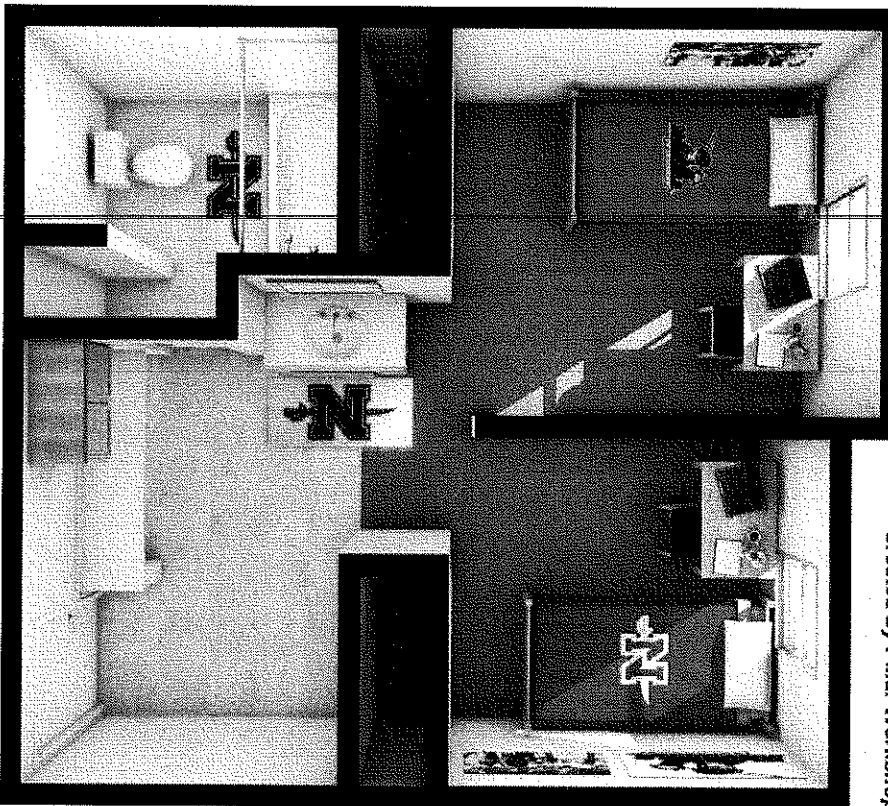
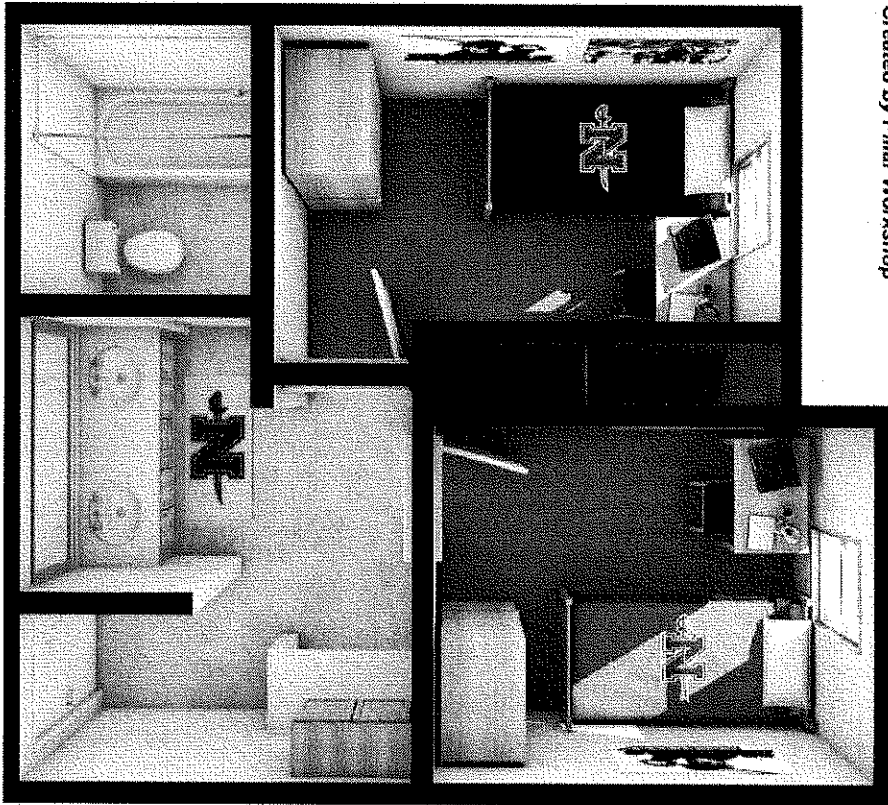
Brady 4 Bedroom



Appendix B

Millet, Zeringue, & Scholars Halls

Created by Pillar Workshop



Created by Pillar Workshop

Appendix C Cleaning Schedule

Summer Camp | Operations & Cleaning Timelines

2023 | Schedule for Contracted Cleaning Bid

Building/Location	Job Start Date	Completed By	Suite/Apartment Count	Bed Count	Cleaning Responsibility	Quick Turnover Required
Spring Resident Move-out (May 10)						
Brady Building 3	Monday, May 15	Sunday, May 21	18	72	Contracted Cleaner	<input type="checkbox"/>
Brady Building 5	Monday, May 15	Sunday, May 21	18	72	Contracted Cleaner	<input type="checkbox"/>
Miller Hall	Monday, May 15	Sunday, May 28	97	194	Contracted Cleaner	<input type="checkbox"/>
Zeringue Hall	Monday, May 15	Friday, June 9	97	194	Contracted Cleaner	<input type="checkbox"/>
Brady Building 2	Monday, May 15	Tuesday, June 13	18	72	Contracted Cleaner	<input type="checkbox"/>
Brady Building 7	Monday, May 15	Thursday, June 15	18	72	Contracted Cleaner	<input type="checkbox"/>
Brady Building 8	Monday, May 15	Thursday, June 15	18	72	Contracted Cleaner	<input type="checkbox"/>
Scholars Hall	TBD (Floor Project)	Thursday, June 15	106	212	Contracted Cleaner	<input type="checkbox"/>
Nicholls Raw Sugar (May 30 - June 10) (16 Campers)						
Brady Building 3 (3rd floor)	Sunday, June 11	Thursday, June 15	4	16	Contracted Cleaner	<input type="checkbox"/>
American All-Star JH (June 1 - June 3) (67 Campers, 12 Staff)						
Miller Hall (2nd & 3rd floor)	Sunday, June 4	Wednesday, June 7	40	80	Contracted Cleaner	<input type="checkbox"/>
LGLA (June 9 - June 15) (50 Campers, 15 Staff)						
Miller Hall (1st & 2nd floor)	Friday, June 16	Friday, June 16	33	66	Contracted Cleaner	<input checked="" type="checkbox"/>
American All-Star HS (June 10 - June 13) (67 Campers, 12 Staff)						
Miller Hall (2nd & 3rd floor)	Wednesday, June 14	Friday, June 16	40	80	Contracted Cleaner	<input checked="" type="checkbox"/>
OD Linemen (June 16 - June 20) (625 Campers, 75 Staff)						
Zeringue Hall	Tuesday, June 20	Wednesday, June 21	97	194	Contracted Cleaner	<input checked="" type="checkbox"/>
Miller Hall	Tuesday, June 20	Wednesday, June 21	97	194	Contracted Cleaner	<input checked="" type="checkbox"/>
Brady Building 2 (1st floor)	Tuesday, June 20	Wednesday, June 21	6	24	Contracted Cleaner	<input checked="" type="checkbox"/>
MPA (June 21 - June 25) (1000 Campers, 231 Staff)						
Miller Hall	Monday, June 26	Monday, July 3	97	194	Contracted Cleaner	<input type="checkbox"/>
Zeringue Hall	Monday, June 26	Monday, July 3	97	194	Contracted Cleaner	<input type="checkbox"/>
Brady Building 2	Monday, June 26	Monday, July 3	18	72	Contracted Cleaner	<input type="checkbox"/>
Scholars Hall	Monday, June 26	Thursday, July 6	106	212	Contracted Cleaner	<input type="checkbox"/>
Brady Building 3	Monday, June 26	Wednesday, July 12	6	24	Contracted Cleaner	<input type="checkbox"/>
Brady Building 7	Monday, June 26	Sunday, August 6	18	72	Contracted Cleaner	<input type="checkbox"/>
Brady Building 8	Monday, June 26	Sunday, August 6	18	72	Contracted Cleaner	<input type="checkbox"/>
UCA (July 6 - July 9) (260 Campers, 25 Staff)						
Miller Hall	Saturday, June 10	Tuesday, June 13	97	194	Contracted Cleaner	<input type="checkbox"/>
Zeringue Hall (1st & 2nd floor)	Saturday, June 10	Tuesday, June 13	61	122	Contracted Cleaner	<input type="checkbox"/>
Brigham Young Youth Camp (July 9 - July 15) (530 Campers, 65 Staff)						
Scholars Hall	Sunday, July 16	Friday, July 21	106	212	Contracted Cleaner	<input type="checkbox"/>
Bridge to Independence (July 10 - July 12) (24 Campers, 2 Staff)						
Brady Building 2 (1st floor)	Saturday, July 15	Sunday, August 6	6	24	Contracted Cleaner	<input type="checkbox"/>
American All-Star HS (July 18 - July 22) (174 Campers, 8 Staff)						
Miller Hall	Sunday, July 23	Sunday, August 6	91	182	Contracted Cleaner	<input type="checkbox"/>
Nicholls Sugar Refiners (July 16 - July 28) (40 Campers)						
Brady Building 2 (3rd floor)	Sunday, July 30	Sunday, August 6	6	24	Contracted Cleaner	<input type="checkbox"/>
Brady Building 3 (3rd floor)	Sunday, July 30	Sunday, August 6	6	24	Contracted Cleaner	<input type="checkbox"/>
Jeault Band Camp (July 17 - July 21) (120 Campers, 15 Staff)						
Zeringue Hall	Saturday, July 22	Sunday, August 6	68	136	Contracted Cleaner	<input type="checkbox"/>
St. Paul Football (July 24 - July 27) (130 Campers, 15 Staff)						
Scholars Hall	Friday, July 28	Sunday, August 6	73	146	Contracted Cleaner	<input type="checkbox"/>
Summer Resident Move-Out (July 31)						
Brady Building 3	Tuesday, August 1	Sunday, August 6	18	72	Contracted Cleaner	<input type="checkbox"/>
Brady Building 5	Tuesday, August 1	Sunday, August 6	18	72	Contracted Cleaner	<input type="checkbox"/>
CLEANING TOTALS						
Contracted Cleaners	TOTAL COUNTS -->		Suites Cleaned	1617	Bed Spaces Cleaned	3662

**BID FORM
CLEANING OF RESIDENCE HALLS
PAGE 1 OF 3**

NOTE: BIDDER SHOULD PROVIDE AN EACH PRICE FOR THE ITEMS ON THIS BID FORM

Item 1: Cleaning of Brady Complex Building 4-Bedroom

Price to clean each apartment \$ _____ X 214 Apartments = Total \$ _____

Item 2: Cleaning of Scholars/Millet/Zeringue Residence Halls

Price to clean each Suite \$ _____ X 1,403 Suites = Total \$ _____

TOTAL NET LUMP SUM – ITEM 1 + Item 2 = \$ _____

VERIFICATION OF STAFF:

Bidder shall state if company employs the minimum
number of staff (15) expected by the University: _____ YES _____ NO

**BIDDER ACKNOWLEDGES THAT THEY EMPLOY SUFFICIENT STAFF
TO HANDLE THIS WORK IN THE TIME FRAME LISTED IN THE SCHEDULE: _____ YES _____ NO**

**BIDDER SHALL STATE NUMBER OF STAFF BIDDER EMPLOYS THAT
WILL BE AVAILABLE TO COMPLETE THIS WORK PER THE SCHEDULE PROVIDED: _____
BIDDER HAVING SUFFICIENT STAFF TO COMPLETE THE WORK PER THE CLEANING SCHEDULE
WILL BE USED AS A FACTOR IN DETERMINING BID AWRD.**

The University reserves the right to award all of the buildings listed, some of the buildings listed, or cancel this solicitation in its entirety.

**BID FORM
CLEANING OF RESIDENCE HALLS
PAGE 2 OF 3**

INSURANCE COVERAGE TO BE PROVIDED BY BIDDER

Bidder should list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

IS THE BIDDER REQUIRED TO CARRY WORKERS COMPENSATION INSURANCE
___ YES - ___ NO – IF YES IS CHECKED, PLEASE COMPLETE THE INFORMATION BELOW.

**IF NO IS CHECKED THEN A WORKERS COMPENSATION INDEMNIFICATION AGREEMENT
MUST BE SIGNED BY EACH EMPLOYEE WORKING ON THIS PROJECT.**

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY LIMITS

Name of Insurer: _____

(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

DOES BIDDER HAVE A GENERAL LIABILITY INSURANCE POLICY ___ YES - ___ NO
IF YES IS CHECKED, PLEASE COMPLETE THE INFORMATION BELOW.

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____

(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

DOES BIDDER HAVE A AUTOMOBILE LIABILITY INSURANCE FOR OWNED OR HIRED AUTOS
___ YES - ___ NO IF YES IS CHECKED, PLEASE COMPLETE THE INFORMATION BELOW.

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____

(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

BID FORM
CLEANING OF RESIDENCE HALLS
PAGE 3 OF 3

Signature Authority: **ATTENTION:** .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.

- 1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.**
- 2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.**
- 3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.**
- 4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.**

By signing the bid on the Bid Cover Page, the bidder certifies compliance with the above.

Bid Submitted by:

(please print or type name)

Company Name:

Address:

Telephone/Fax:

E-Mail:

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

CHAPTER 6

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

A. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. **Professional Liability**

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.

- E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

F. All Certificates of Insurance of the Other Party shall reflect the following:

- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

G. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- I. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- J. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- K. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- L. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
1. Payments to the Other Party may be withheld until the requirements have been met;
 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of

_____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? ____ Yes ____ No

Contract No. _____ for

Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

